1 Gray (Mass.) 317; *Keller* v. *Ashford*, 133 U. S. 610. See *Woodcock* v. *Bostic*, 118 N. C. 822, 828, 24 S. E. 362, 363. Although the actual decisions go only so far as to hold that the mortgagee has no right at law, there have been judicial utterances which seem to indicate that no action would lie even in equity. See *Rice* v. *Sanders*, 152 Mass. 108, 113. *A fortiori*, in the ordinary case, it would seem, equity would not act. The present case, therefore, in recognizing and assigning as one ground of the decision a right in the creditor to enforce in equity the promisee's right to compel performance by the defendant of the agreement made for the creditor's benefit, apparently marks a decided change in the attitude of this court. The change is all the more welcome since it places the law pertaining to this subject on a basis which is theoretically justifiable. See 15 HARV. L. REV. 767, 775 *et seq.*

CORPORATIONS — STOCKHOLDERS: INDIVIDUAL LIABILITY TO CORPORATION AND CREDITORS — RELEASE OF SUBSCRIBER TO CAPITAL STOCK. — Under a statute providing for the absolute liability of stockholders for the debts incurred by a corporation, while they were stockholders, a corporation released certain subscribers to its capital stock and later incurred a debt. *Held*, that the creditor cannot reach these subscribers. *Thomas* v. *Wentworth Hotel Co.*, 117 Pac. 1041 (Cal.). See NOTES, p. 278.

CORPORATIONS — STOCKHOLDERS: POWERS OF MAJORITY — VALIDITY OF ELECTION AFTER QUORUM BROKEN BY WITHDRAWAL OF STOCKHOLDERS. — After the annual meeting of the stockholders of a corporation had been duly organized, some stockholders without justification withdrew to break the quorum. Those remaining elected the defendants to office. *Held*, that the election is valid. *Commonwealth ex rel. Sheip* v. *Vandegrift*, 81 Atl. 153 (Pa.).

When stockholders withdraw from a regularly organized meeting, and organize another meeting for the election of officers, the election is invalid, even though a majority of the stock is represented. *Commonwealth ex rel. Langdon* v. *Patterson*, 158 Pa. St. 476, 27 Atl. 998. But see *In re Cedar Grove Cemetery Co.*, 61 N. J. L. 422, 39 Atl. 1024. But the question in the principal case is as to the validity of the proceedings of the remaining minority in the original meeting. A quorum is necessary to the legal organization of a meeting; but when the meeting is organized, in the absence of statutory requirement, a majority of the votes cast will elect. See *In re Argus Printing Co.*, 1 N. D. 434, 48 N. W. 347. Those who do not vote are bound by the action of those who do. *State ex rel. Martin* v. *Chute*, 34 Minn. 135, 24 N. W. 353. It would seem that those who withdraw should be in no better position to attack the proceedings than those who are present and do not vote. Every stockholder's right is protected by the requirement that the meeting be conducted in a parliamentary manner. See *Procter Coal Co.* v. *Finley*, 98 Ky. 405, 33 S. W. 188. The decision in the present case seems sound. Under any other rule important corporate action might be indefinitely delayed by a faction of the stockholders.

EQUITY — JURISDICTION — DISCRETION OF COURT IN GRANTING RELIEF. — The plaintiff's agent purported to sell the plaintiff's land as his own to the defendants. He later represented to the plaintiff that he had sold it to another, but paid over part of the money received from the defendants. The plaintiff brought a bill to quiet title. *Held*, that if the defendants will pay the balance of the purchase price which the plaintiff believed to be due him, the plaintiff should convey to them. *Haswell* v. *Standring*, 132 N. W. 417 (Ia.).

In order to achieve an equitable result the court has fastened on the plaintiff a bargain which he has not made. Such action is open to two objections. It denies the plaintiff the right to make his own bargain and in so far does him injustice, and further it destroys all certainty in the settlement of disputes.

If the court may choose what bargain it will enforce, as being the most equitable, or what the parties might have done had they known the facts, the law will vary with the opinion of the individual chancellor. *Cf.* GRAY, RULE AGAINST PERPETUITIES, 2 ed., 590–603. The whole tendency of modern judicial thought has been against such uncertainty. See 1 POMEROY, EQUITY JURISPRUDENCE, 3 ed., § 59. While the doctrine of doing equity forces the plaintiff to respect rights of the defendant growing out of the transaction from which relief is demanded, it will not go so far as to force him to respect rights which the defendant does not have. *Manternach* v. *Studt*, 240 Ill. 464, 88 N. E. 1000. That the court believes it better for the defendant that he should have those rights should not be enough to justify it in creating them.

EXEMPTIONS — COUNTERCLAIM IN AN ACTION TO RECOVER PROPERTY EXEMPT BY STATUTE FROM EXECUTION. — In an action by a plaintiff for wages which were exempt by statute from attachment and execution, the defendant pleaded a counterclaim. *Held*, that the counterclaim should not be allowed. *Bradley* v. *Earle*, 132 N. W. 660 (N. D.).

The necessity of a liberal construction of exemption statutes, to give effect to the real intent of the legislature that a certain amount of the debtor's property be exempt from any kind of coercive process of the law, is most apparent perhaps in cases where a set-off of a debt has not been permitted against a judgment recovered against the creditor for a wrongful seizure of the exempt property. *Treat* v. *Wilson*, 65 Kan. 729, 70 Pac. 893; *Moore* v. *Graham*, 29 Tex. Civ. App. 235, 69 S. W. 200. Any other rule would seem to render exemption statutes nugatory. Some courts, however, have refused to make a liberal construction of the exemption statutes, limiting the exemption to the property itself, not including judgments representing such property, and to cases where the exemption is claimed on an actual execution. *Temple* v. *Scott*, 3 Minn. 419; *Caldwell* v. *Ryan*, 210 Mo. 17, 108 S. W. 533. The principal case, however, is in accord with the great weight of authority, which holds, it would seem correctly, that allowing a set-off in any case where what the plaintiff is suing for would ordinarily be exempt from attachment or execution, would subvert the purpose of the exemption statutes. *Millington* v. *Laurer*, 89 Ia. 322, 56 N. W. 533; *Collier* v. *Murphy*, 90 Tenn. 300, 16 S. W. 465.

FEDERAL COURTS — JURISDICTION BASED ON NATURE OF SUBJECT MATTER — SUIT AGAINST CORPORATION ORGANIZED UNDER ACT OF CONGRESS FOR UNORGANIZED TERRITORY. — The defendant corporation was incorporated under an act of Congress which extended over Indian Territory certain laws of Arkansas relating to corporations. This unorganized territory later became the State of Oklahoma, in the court of which state this suit was originally brought. *Held*, that the cause cannot be removed to the federal court. *Boyd* v. *Great Western Coal & Coke Co.*, 189 Fed. 115 (Circ. Ct., E. D. Okl.).

Corporations of the United States organized under acts of Congress are entitled to remove into the federal courts suits brought against them in state courts, since such suits arise under the laws of the United States. *Pacific Railroad Removal Cases*, 115 U. S. 2, 5 Sup. Ct. 1113. Whether corporations organized under territorial laws come within this rule is not clear on the authorities. Corporations organized under acts of territorial legislatures have not been considered federal because of their local nature. *Maxwell* v. *Federal Gold & Copper Co.*, 155 Fed. 110. *Cf. United States* v. *Pridgeon*, 153 U. S. 48, 14 Sup. Ct. 746. However, the contrary view is taken where corporations are organized under acts of Congress for unorganized territories. *Canary Oil Co.* v. *Standard Asphalt & Rubber Co.*, 182 Fed. 663. It is difficult to perceive any substantial distinction between these cases. Acts of territorial legislatures are really vicarious acts of Congress. See *Snow* v. *United States*, 18 Wall. (U. S.) 317, 321;